



**WIERDA GLEN ESTATE HOMEOWNERS ASSOCIATION NPC**  
**(Registration Number 2000/001400/08)**  
(Hereinafter referred to as the "Company" or "WGE HOA")

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**COMPANY RULES REGARDING THE GOVERNANCE OF THE ESTATE**

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**DISCLAIMER**

Any person entering Wierda Glen Estate and/or making use of the private open spaces in the Estate does so at his/her own risk. The Company and the individual registered owners, their agents, employees and appointees, shall not be liable for any injury, loss or damage sustained by any owner or any other person or their property arising from any cause whatsoever, including without limitation thereto, the negligence of any of the above persons or the intentional acts of any agents, employees and appointees. All entrants to the Estate make use of the streets, parks and jungle gyms thereon, whether public or private, at his/her own risk. Whilst every effort is made to secure and monitor the Estate, the Company and individual registered owners, all their agents, employees or appointees shall not be deemed to have warranted the safety of any owner or other persons or their property (whether movable or immovable) on the Estate.

Any legislation and or policies implemented by the board of directors will be applicable on members and residents of WGE HOA.

Parts of the Estate are under camera surveillance and the fence on the perimeter is electrified which could cause injury when touched or interfered with.

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## **RULES OF THE ESTATE**

### **INTRODUCTION**

*Living in the Estate means being part of a community of people who share the need of a secure and high-quality lifestyle. Conduct Rules for the community provide a means of protecting this lifestyle through an acceptable code by which members may live together, reasonably and harmoniously, to the benefit of all without interfering with other's enjoyment, quality of life or security.*

*In the event of differences or annoyances, the parties involved should attempt to settle the matter between themselves, exercising respect, tolerance and consideration. Genuine respect and consideration for one another will to a large extent, assure agreeable accord on the Estate.*

*In terms of the Memorandum of Incorporation the Board of WGE HOA is given the power to make rules for the management, control, administration, use and enjoyment of the Estate. The Board also has the power to substitute, add to, amend or repeal any such rule. The Memorandum of Incorporation however, requires that the rules are reasonable, binding on and to apply equally to all members. The rules should be seen as a judicious framework to safeguard and promote appropriate, sensible, and fair interaction. The Board also has the right to impose financial penalties (e.g., fines) to be paid by those who fail to comply with the rules. The Board may further enforce provisions of any rule by application to the courts.*

The Company reserves the right of admission to the Estate in order to safeguard the interests of its members and occupants. The management of WGE has the right to refuse entry to anyone if it is not in the best interest of the HOA and its residents.

### **1. PROMULGATION OF RULES**

- 1.1 These rules shall take effect and are binding on and between WGE HOA, members, prescribed officers and committee members of the Company as from the date on which a notice of alteration of these rules are published to the Company's members by the Board of the Company in any manner permitted by the Memorandum of Incorporation and all owners/residents shall be required to abide thereby.
- 1.2 These rules are binding –
  - 1.2.1 on an interim basis from the time it takes effect until it is put to a vote at the next general meeting of members of the Company; and
  - 1.2.2 on a permanent basis only if it has been ratified by an ordinary resolution at the meeting contemplated in paragraph 1.2.1.
- 1.3 Any failure to ratify the rules of the Company, does not affect the validity of anything done in terms of those rules during the period that they had an interim effect.
- 1.4 These rules do not replace any statutory law or regulation and the latter applies to all persons living in the Estate or who at any time and for any reason, find themselves within the boundaries of the Estate.

- 1.5 The registered owners of properties within the Estate are responsible for ensuring that members of their families, tenants, visitors, friends and all their employees, whether permanent or temporary, are aware of and abide by the rules at all times.
- 1.6 Any contravention of the rules by any person, who gains access to the Estate with the authorization of a member, shall be deemed to be a contravention by that member.

## **2. SECURITY**

- 2.1 The Estate has a security system comprising of perimeter security, access control and physical patrolling which includes a 24-hour response service. It has a detection purpose and serves as a deterrent only. Residents are therefore responsible for their own safety and to protect their own private property.
- 2.2 The security procedures laid down from time to time shall be adhered to at all times.
- 2.3 The access control systems are electronically driven and are supported by an integrated data base which holds the necessary personal particulars of all residents for identification, verification and security purposes in order to manage and control the access/egress of the Estate.
- 2.4 The data base is administered at the Estate Office and the following shall apply in maintaining the data base:
  - 2.4.1 All new registered owners and tenants shall visit the Estate Office before occupation to register on the prescribed data form which is obtainable at the Office.
  - 2.4.2 The responsibility to ensure that new owners or tenants visit the Estate Office to register on the database lies with the current owner at that time or the owner leasing his property.
  - 2.4.3 Any change in the information that was initially registered must be reported to the Estate Office in writing by the registered owner or tenant, especially when such owner/tenant and/or any other occupant living with such owner/tenant in the Estate, no longer resides in the Estate.
  - 2.4.4 It is crucial for members/residents to communicate any changes to the offices to enable the Company to ascertain which of the persons who wish to gain access to the Estate, are indeed owners/residents of the Estate
- 2.5 Resident access control systems are in use and all residents shall abide by the rules regulating the use of these systems or any other access system incorporated by the Management.
  - 2.5.1 Only members/residents who have registered at the Wierda Glen Estate Office will be able to use the resident access control systems. Registered members/residents may only provide access to visitors via the proper protocols.
  - 2.5.2 Any person trying to gain access or allowing access of unauthorised persons in any other way shall not be allowed and shall be deemed as a deliberate attempt to breach the rules and/or compromise security.
  - 2.5.3 Registration may be done at the Estate Office for the resident access control system, in the prescribed manner by the registered owner or tenant at a non-refundable fee determined by the Board of WGE HOA from time to time.

- 2.5.4 Entrance gates that have boom gates are designated for vehicle use only.
  - 2.5.5 In the event of major power failure or major technical failures, security may, at any point, request a resident entering the boom gate to produce their drivers' licence for scanning and resident verification purposes. Failure to do so will result in access being denied.
  - 2.5.6 Residents may not use their own Biometric fingerprints to open for their family, friends, employees or any visitors. Residents must always ensure that the estate's correct access control procedures protocols are strictly followed. The resident will be transgressing against the conduct rules and will be penalised and fined accordingly. The resident will be held liable for any damage to property or vehicles caused as a result of not following this procedure.
  - 2.5.7 Should any person loaded on the estate access control database abuse this system, the estate management have the right to cancel all biometric and tag badge access, and therefore force a resident to use the visitor system for access end egress purposes.
  - 2.5.8 Random searching of vehicle luggage trunks / cargo bins can be carried out by the WGEHOA Security/ Estate Management.
- 2.5.9 The electronic visitor booking system should be used in a responsible manner at all times in order to prevent misuse and possibly compromising security. Therefore:
- 2.5.9.1 Domestic workers, gardeners and/or any temporary employees in the employ of the owners/tenants, are not to be given access to the visitor booking system.
  - 2.5.9.2 The responsibility shall lie with the resident to ensure that his/her visitor, on arrival, presents the access code/permit together with his/her ID or valid driver's license to the security personnel to confirm that he/she has been booked on the system.
  - 2.5.9.3 Residents who expect visitors should at all times make use of the relevant visitor access control system. Residents are not allowed to "swipe in" a visitor by using the resident access control system.
  - 2.5.9.4 All contractors and other service providers having business in the Estate shall also be booked by residents on the visitor booking system. Valid ID or work permits for each worker shall be required for this purpose and the responsibility to inform the contractor or service provider of this requirement in advance, lies with the resident.
  - 2.5.9.5 The vehicle registration discs and legal driver's licenses of all drivers of vehicles/ motorcycles entering and exiting the estate, except for emergency vehicles, will be scanned before being granted access/egress to/from the estate. The responsibility to inform their visitors, contractors and service providers of this requirement lies with the resident. The requirement to pre-book visitors remains in force.
- 2.5.10 A biometric (finger print) reader system for pedestrians is installed in the pedestrian lanes at both the West and East entrances. The system caters for all categories of pedestrians entering or exiting the Estate.
- 2.5.10.1 No pedestrian shall enter or exit the Estate in any way other than through the turnstiles.

- 2.5.10.2 It is compulsory for all permanent domestic workers, gardeners and any other employees-who enter the Estate as pedestrians to have their fingerprints registered at the Estate Office in the prescribed manner. A valid ID or workers permit will be required for this purpose. The responsibility to ensure that their employees comply with this rule lies with the resident who shall accompany the worker to the office for the necessary arrangements/registration. The days for which access is allowed should be communicated with the office in order for the access control system to block access on other days.
  - 2.5.10.3 Residents shall inform the Estate Office immediately when a domestic worker, gardener or any other employee or person who normally gains access via the biometric reader system, are no longer in their employment or who are no longer welcome, in order to disable their access on the system.
  - 2.5.10.4 Residents (which includes schoolchildren) who enter and exit the Estate as pedestrians are also required to have their fingerprints registered at the Estate Office and to make use of the turnstiles. If not registered for access via the biometric reader system they will not be able to enter or exit the Estate.
- 2.6 Tailgating (i.e., proceeding through the boom barriers when opened and operated by the vehicle in front) is strictly prohibited.
  - 2.7 The guard rooms are out of bounds to anyone not authorised thereto and no parcel, item or message shall be left at the guard rooms for safekeeping, collection or for whatever reason.
  - 2.8 Residents and visitors shall always treat security personnel in a cooperative and patient manner and shall –
    - 2.8.1 Not become involved in any argument or confrontation with security personnel.
    - 2.8.2 Not be abusive or aggressive towards security personnel. Any transgression of this rule will result in a penalty and could, in addition, have legal action instituted against the offender.
    - 2.8.3 Report any breach or neglect on the part of security personnel to the Company.
    - 2.8.4 Security personnel are not law enforcing officials and it shall therefore not be expected of them to fulfil that role. Criminal matters shall be reported to the South African Police Service.
    - 2.8.5 Should a resident or a visitor be under the age of 18 and transgress rules within the estate, Security will escort the transgressor to the East Gate where the legal guardian will be contacted. Correct information must be provided by the individual for the situation to be handled in an orderly fashion. All relevant information, names, surnames, address, etc. must be logged in the OB book of the Security Service Provider. In severe cases SAPS will be contacted.
    - 2.8.6 Any person within the estate boundary, that does not cooperate with the WGE HOA staff members and/or appointed entities shall be treated as a suspect and will be detained and escorted to the east gate for identification whereafter the

SAPS will be contacted – The safety of WGE HOA members will enjoy preference.

- 2.9 No trees, shrubs or any vegetation may be planted or allowed to grow against or in close proximity of the perimeter so as to interfere with the proper functioning of the security system and/or electric fence. No equipment such as irrigation, signage, décor etc. may be attached to boundary walls or fences that might interfere with the security systems and/or electric fences.
- 2.10 No unauthorised person shall interfere with the electric fence or allow it to be interfered with by any person, animal or object.
- 2.11 The use of any firearm or airgun in the Estate, is governed by regulations prescribed in the Firearms Control Act.
- 2.12 To uphold a high standard of security all residents have a shared responsibility as a community, to report any suspicious occurrence and/or breach in security. The first point of contact will be Security if immediate action is needed. Should it be an occurrence that does not require immediate attention, the estate office must be notified in writing in accordance with the complaint's procedure contemplated in clause 31.

### **3. USE OF ROADS**

- 3.1 The Estate is zoned as a Residential Site giving right of way to pedestrians and children on all roads in the Estate which places an extra responsibility on and a requirement for awareness by other road users.
- 3.2 The normal statutory traffic laws are applicable in the Estate and the speed limit on all roads is 30km/h.
- 3.3 Road Use Restrictions:
  - 3.3.1 The usage of any unlicensed motorised vehicle that is capable of travelling more than 20km/h anywhere in the Estate is prohibited except for those used by security personnel with the exception of bicycles.
  - 3.3.2 The training of learner drivers by driving schools on roads in the Estate is prohibited.
  - 3.3.3 Toddlers without adult supervision, are not allowed on the roads.
  - 3.3.4 Operating any vehicle in such a manner as to constitute a danger or a nuisance to any person or property within the Estate is prohibited.

### **4. KEEPING OF ANIMALS**

- 4.1 All residents will ensure that they comply with the local authority bylaws which regulate the keeping of animals.
- 4.2 No poultry or animals (as defined in the bylaws) other than dogs or cats are allowed. The number of dogs and cats are limited to either two dogs or two cats or a combination of one dog and one cat.

- 4.3 Every dog or cat must, at all times, wear a collar with a tag indicating the Owner's contact details.
- 4.4 Animals should not become a nuisance to other residents in any way.
- 4.5 Dogs will not be allowed on the common property without the use of a leash.
- 4.6 The removal of any excrement deposited by any pet in a Common Area shall be the immediate and sole responsibility of the owner of that pet.
- 4.7 A high standard of hygiene is to be maintained at all times where pets are being kept.
- 4.8 All Occupants shall ensure that their pets are not the cause of disturbance to their neighbours or any other person on the Estate; WGE estate reserves the right to demand that an Owner or Tenant remove a particular pet from the Estate should that pet, in the opinion of the WGE HOA, become a nuisance within the estate.
- 4.9 Stray dogs without a tag indicating the name, telephone number and address of its owner will be handed over to the Municipal Pound

## **5. NOISE AND/OR NUISANCE**

- 5.1 The sound level of music, TV's, Video's / DVD players, music instruments and/or any other devices shall be maintained at a level so as not to be a nuisance to neighbours;
- 5.2 Any loud sounds, music or musical instruments shall be strictly prohibited after 22h00 at night.
- 5.3 The excessive use of vehicles such as motorcycles intended for off-road use or racing vehicles with noisy exhaust systems or engines is prohibited.
- 5.4 Any noise that causes a nuisance to other residents is prohibited.
- 5.5 The use of vehicle hooters for reasons outside the scope of traffic safety or personal security, is prohibited.
- 5.6 The lighting or discharging of fireworks within the Estate is strictly prohibited.
- 5.7 Any form of vandalism will not be tolerated and is prohibited. There is a responsibility on each member to report and/or to provide information to the WGE HOA.
- 5.8 The continuous barking or howling of animals, during any hour of the day is prohibited.

## **6. AESTHETICS APPROVAL AND BUILDING ACTIVITIES**

- 6.1 Only buildings and other improvements on the erf or units which comply with the Estate design standards imposed by the WGE HOA may be constructed on the Estate. An aesthetic committee comprising of two authorised representatives of WGE HOA, a professionally registered Architect and the Estate Manager shall be established to ensure enforcement of the aesthetics approval and building rules and guidelines. This committee shall have the right to engage the services of other professional service providers where necessary as provided for in these articles.



- 6.2 The aesthetics approval procedure shall include but not be limited to the following:
- 6.2.1 The designation by the Company of a suitably qualified and experienced registered architect, engineer and landscape architect as review authority for all site development plans and building plans as applicable;
  - 6.2.2 Only site development plans and building plans that adhere to the Aesthetics and Building Requirements Guidelines as approved by the Company and drafted by registered architects shall be considered by the Company;
  - 6.2.3 The member shall pay the actual fees and/or other expenses incurred by the Company for such approval as if it was a levy charged to that specific erf or unit.
  - 6.2.4 The member must file all plans and occupancy certificates and certificates of compliance with the building regulations and/or standards as may be required with the Estate.
- 6.3 Prior approval must be obtained from the Company for all proposed new buildings, extensions and alterations to buildings and any material change. In addition, the required local authority approval must also be obtained where applicable.
- 6.4 Where local authority approval is required, Company approval will be given on the normal municipal submission plans prior to them being submitted to the local authority for building regulations approval. The plans shall also bear the signatures of consent of all owners of properties that border the property on which the building activities are to take place. Plans shall comply with architectural or draftsman standards and one copy indicating the changes to the existing plan in colour will be retained at the Estate Office.
- 6.5 The rules governing building activities are set out below and are binding on all owners. Furthermore, each owner is to ensure that his contractor/service provider is made aware of the rules and complies with them. The Company has the right to suspend any building activity in contravention of any of the rules and accepts no liability whatsoever for any losses sustained by a resident as a result thereof:
- 6.5.1 Building activity is only allowed during the following public time hours:
    - 07:00 – 18:00 during normal weekdays
    - 08:00 – 15:00 on Saturdays
  - 6.5.2 No building activity is permitted on Sundays and Public Holidays.
  - 6.5.3 No building activity is permitted during the year end festive season starting from the 16th of December until the end of the first week in January, the following year.
  - 6.5.4 All contractor workers must enter the Estate in an authorised vehicle and must also be booked on the electronic security system as contemplated in clause 2.5.3 above. No loitering by these workers is allowed.
  - 6.5.5 Facilities for rubble disposal are to be provided and removed from the site on a regular basis. Refuse not removed on a regular basis will be removed by the Company and the cost thereof will be recovered from the owner.

- 6.5.6 The site is to be kept as clean as possible of building rubble, with regular cleaning taking place during building operations.
- 6.5.7 Where materials off-loaded by a supplier encroach onto the pavement or roadway, these materials must be moved onto the site by the owner. In cases where this is not possible consent must be received by the Estate Office as well as from neighbours impacted by the temporary storage. It is the owner's responsibility to clean the roadway of all such materials. The same applies to sand or rubble washed or moved onto the road during building operations. Materials not removed will be removed by the Company and the costs thereof recovered from the owner.
- 6.5.8 Owners will be held liable for any damage caused to the roads (including curbs) or landscaping (including plants on the sidewalks) by a contractor's/supplier's vehicles or building activities, which also includes any oil spillage on roads.
- 6.5.9 Deliveries by suppliers should be scheduled during allotted building times specified in paragraph 6.5.1 of this document.
- 6.5.10 Toilet facilities for the workers on the site shall be provided by the owner before commencement of any building activity, and these facilities must be on the premises of the resident.
- 6.5.11 If construction takes place adjacent to existing dwellings, every effort should be made to respect the privacy of the neighbour, and to reduce inconveniences as far as possible.
- 6.5.12 Should these rules not be complied with and the owner fails to remedy such breach despite being demanded to do so by the Company, the Company reserves the right to suspend and prohibit any further building activity until such contravention has been rectified.
- 6.5.13 The owner shall at all times be responsible for the conduct and behaviour of his contractor, sub-contractors and delivery agents and shall take immediate steps to stop any conduct and/or behaviour which the Company may in its sole discretion deem undesirable.
- 6.5.14 In order to reduce inconvenience to neighbours and unsightliness, construction should proceed without lengthy interruptions, and should in any event be completed within six months from commencement.
- 6.5.15 Before commencement of any building activity (i.e., new building, alterations, extensions or additions to a property) a refundable deposit of an amount determined by the Board of WGE HOA from time to time, shall be payable to the Company by the owner. The deposit will be kept in an investment account for the duration of building operations to cover the costs where the owner or the building contractor –
  - 6.5.15.1 Damages the road, curb, sidewalk or any other property of the Company and/or,
  - 6.5.15.2 Fails to remove; during building operations or on completion thereof, any rubble or building material left on the site, sidewalks and adjoining vacant stands.

- 6.5.15.3 In events where landscaping has been interfered with the owner will be responsible to rehabilitate the landscape to an acceptable standard.
- 6.5.16 Only verifiable actual costs incurred by the Company will be recovered from the deposit. A standard cash slip, statement or receipt produced by the Company will serve as adequate proof of the expenses incurred by the Company. The building deposit or unutilised portion thereof will be refunded, free of interest, within a reasonable time to the owner after receipt of a written request from the owner on completion of the building construction and when not required to cover the costs as per 6.5.15.1 and 6.5.15.2 above.
- 6.5.17 To allow for diversity of interest, a variety of individual architectural designs are encouraged. In principle no limitations are placed on building materials other than the following items, which is prohibited: -
- 6.5.17.1 Unpainted plaster or un-plastered stock brick walls.
  - 6.5.17.2 Unpainted or reflective metal sheeting.
  - 6.5.17.3 Reflective or false roofing materials.
- 6.5.18 The approval of the Company should be obtained for the use of any materials other than conventional bricks and mortar.
- 6.5.19 Only pointed and rated face brick/clinker brick may be used when walls (after approval) are built next to the security fence. Such walls must at least be 500 mm away from the fence.
- 6.5.20 These building rules also apply to owners of properties who undertake their own building work.
- 6.6 The exterior of every dwelling together with fences, driveways, gardens, structures and/or facilities etc. must continuously and at all times be maintained by the owner in a clean, tidy, neat and befittingly repaired, painted and properly kept condition.
- 6.7 Any object or item that appears scruffy or dilapidated or does not compliment the surroundings when viewed from the road is prohibited.
- 6.8 No garments, household linen or general washing of any nature may be hung out or placed anywhere to dry, except in a screened drying yard or other designated area. Items of washing must not be visible from roads or any of the common areas and must be reasonably screened from direct view of neighbours.
- 6.9 All domestic refuse covered in the prescribed plastic bags shall be put into trolley bins supplied by the local authority and kept on premises screened from public view. Bins shall only be placed on the sidewalk for collection on the scheduled pick-up day and must then be removed within the same day after collection.
- 6.10 The positioning of TV antennas, dishes, solar heating appliances, generators, etc. must be of such a nature not to interfere with the general aesthetics of the Estate or view of the other residents. and must be installed by a certified installer. An electrical certificate of compliance (COC) must be issued after the installation of solar heating appliances and generators.
- 6.11 Veranda/garden furniture or any other external appurtenances, decorations, decorative lights, drapes, buntings, umbrellas, signs, symbols or whatever which are

aesthetically displeasing or uncomplimentary to the general amenity and ambience of the Estate, may not be displayed to view in any part of the Estate.

- 6.12 Only Estate Agents who are registered with the Company (list available at Estate Office) are allowed to put up "For Sale", "To Let" or "On Show" sign boards at properties that are listed for selling/letting. Owners must ensure that not more than three such boards are displayed at their property at any given time. Boards must be removed once property has been registered.
- 6.13 No private, religious or commercial advertising notices, brochures or sign boards may be distributed or placed in the Estate other than those of security service providers at the premises of their clients for quick response purposes as well as those mentioned in 6.11 above. This however excludes internal notices to residents from the Company.
- 6.14 No item or substance of whatever nature shall be disposed of through or over the palisade or electric fence.

## **7. BUILDING STANDARDS**

- 7.1 No member shall be entitled to build on its erf or unit, nor effect any improvement thereto or erect any structure thereon without the prior written approval of the Company after it has reviewed the Architectural Plans as stated in Architectural and Aesthetics Policies and guidelines.
- 7.2 No member shall be entitled to alter any construction thereon or to alter or vary the design or façade of his building or improvements so constructed, without the prior written approval of the Company after it has reviewed the Architectural Plans.
- 7.3 Each member within the Estate shall be obliged to pay such fee as may be determined by the Company for such review and approval of the Architectural Plans.
- 7.4 The Company shall take into account the Wierda Glen Estate Guidelines determined by the WGE HOA in the approval process.
- 7.5 Any building construction shall be regulated and governed by the aesthetics and building requirements guidelines imposed by the Company and the construction rules as set out and determined by the WGE HOA.
- 7.6 All members of the Company shall be obliged to adhere to and be bound by the terms and conditions of the Minimum legislative Standards and Regulations as well as the Design Guidelines as set out in the rules.
- 7.7 No member may –
  - 7.7.1 Erect any structure, refurbish, redesign, extend or revamp any existing building, structure or feature on any residential erf or unit nor other land unless in compliance with the rules and the Company's MOI.
  - 7.7.2 Erect any fencing or walling on the land or the property or erven or units, other than as prescribed by the WGE HOA from time to time in the rules referred to herein; and
  - 7.7.3 Make any additions or extensions to any building on any residential stand or erect any further building or structure, in particular, but not limited to, carports,

garages, servants' quarters, store rooms, pergolas, whether of a temporary or permanent nature, without the prior written approval of the Company and subsequently the local authority.

- 7.8 Members should apply for the approval in writing addressed to the Chairperson of the Company's WGE HOA, whereupon such approval shall not be unreasonably withheld unless the WGE HOA of the Company are of the opinion that such building or structure is inconsistent with the rules, aesthetical and community standards, the standard of finishes, architectural style and/or appearance of the existing buildings on the Estate.

## **8. USE OF PARKS AND OTHER COMMON AREAS**

- 8.1 The parks in the Estate are natural areas and are developed in such a way that they create a habitat for birds, animals and vegetation and at the same time be accessible to residents without endangering the vegetation and animal life or to inconvenience others. Therefore, the following rules apply for the usage of the parks:

- 8.1.1 Picnicking is allowed but no plants, shrubs or trees may be damaged or removed.
- 8.1.2 The outdoor gym equipment rules are erected at the facility, as well as instructions for use. The equipment is used at own risk and only People over the age of 14 (Fourteen) may utilise the gym equipment.
- 8.1.3 Residents shall leave any open space they visit in a clean and tidy condition.
- 8.1.4 The braai area within the park areas is locked and need to be prebooked for a resident to use. The resident takes full responsibility for the area and must ensure that fires are extinguished fully and that the area is clean and safe of any potential risks before they leave the premises.
- 8.1.5 No motorcycle of any sort is allowed in the park areas.
- 8.1.6 The use of any sort of fireworks and/or "ketties"/slingshot is not allowed.
- 8.1.7 Putt-putt course rules are erected at the course which should be adhered to.
- 8.1.8 Dogs are allowed but only when on a leash.
- 8.1.9 Bicycles are allowed, right of way however is for pedestrians on the path ways.
- 8.1.10 Glass containers such as empty bottles, jars etc. must be removed when leaving and not be placed in refuse bins.
- 8.1.11 The jungle gyms are for the sole use of children under the age of 12 years and may only be used under adult supervision. Equipment is used at own risk.
- 8.1.12 Trampoline rules are erected at the trampolines which should be adhered to and are used at own risk.
- 8.1.13 The flying of a remote-controlled aircraft or drones, other than those classified as children's toys, are prohibited, unless the relevant licences are obtained and approval is in line with government regulations (if applicable) and with the prior approval from WGE HOA.

- 8.2 No dumping/littering of refuse of any nature is allowed in the Estate.
- 8.3 Parking on sidewalks and any other common area is prohibited with the exception of those common areas specifically designated for that purpose.
- 8.4 Although sidewalks are classified as common areas, owners are responsible to –
- 8.4.1 Develop and maintain the area between the road curb and their property boundaries.
  - 8.4.2 Maintain and paint where necessary, property boundary walling.
  - 8.4.3 Ensure that vegetation does not interfere with pedestrian traffic or obscure the vision of motorists or cyclists.
- 8.5 No gathering/loitering and/or use of alcohol on sidewalks or roads is allowed.
- 8.6 The lighting of fires or braais in parks (and other common areas) is not permitted, except in those areas specifically allocated for that purpose.
- 8.7 The shooting or trapping of birds or any other animal is prohibited.
- 8.8 Any form of vandalism will be viewed in a serious light and perpetrators will be held liable for all cost associated with the vandalism, a fine will also be given or reported to the SAPS, depending on the severity of the vandalism.

## **9. FENCING**

- 9.1 Where the boundary of any erf or unit coincides with the boundary of the estate, or borders with the property owned or governed by the Company, including but not limited to road reserves, the members must grant permission to the Company to erect a wall or any other fence and vice versa.
- 9.2 Such wall is not to be interfered with by any member and shall be kept clear of any vegetation, signage or irrigations. The member shall allow the Company access to the wall for inspection, maintenance and any and all other matters concerning the wall or fence, as are requested and required from time to time. Damage to the wall or fencing, including electric fencing, caused by the member allowing vegetation or other growth or any other act or omission by the member, shall be recovered from such a member as a recoverable expenditure.
- 9.3 In the event of the member requesting permission to erect another wall or fence, such wall or fence should be erected within the erf or unit and allowance to access in terms of paragraph 9.2 to the outer wall or fence must still be permitted. All other prescriptive requirements of paragraph herein above should still be adhered to and is applicable.
- 9.4 In the event that a member cannot erect a wall or fence within the Estate's existing perimeter wall or fence, the member must apply for permission to the WGE HOA, which shall not unnecessarily be withheld, to integrate the existing perimeter wall and/or fence with the new proposed wall or fence in line with the National Building Regulations and by-laws of the City of Tshwane Metropolitan Council. In that instance the maintenance and upkeep of the integrated perimeter wall or fence shall become the duty and responsibility of the member including the outer appearance in accordance with the standards and aesthetical requirements of the Company. Should the

Company be obliged to repair or maintain such wall or fence, the member will be responsible for the cost of such repairs, maintenance or to ensure the aesthetically compliance of the wall or fence.

- 9.5 No member shall cause or allow any intervention with any of security measures of the perimeter wall and shall specifically not be allowed to make or cause to make a new exit or egress point in the perimeter wall, regardless of size or intended use, save the access points already in existence.

## **10. AMENITIES**

- 10.1 The WGE HOA shall manage the social and recreational facilities and amenities situated on the open spaces and can introduce, amend or enforce rules for the use, safeguarding and enjoyment of any such facilities and amenities by the members, which includes the charging of a fee for the use thereof or a fine for the misuse of these areas
- 10.2 It is the prerogative of the WGE HOA to establish or permit the establishment of clubs or Company of members to control and regulate the use of any such social and recreational facilities and amenities, subject to the reasonable veto right of the WGE HOA.

## **11. RATES AND TAXES**

- 11.1 Each member shall pay such rates and taxes as are levied in respect of his erf of unit to the relevant local authority.

## **12. USE OF PROPERTY AND/OR COMMON PROPERTY**

- 12.1 No member or occupant of an erf or unit may, without the prior consent of the WGE HOA –
- 12.1.1 use the erf or unit for any purpose other than residential or other than in accordance with the zoning of the erf or unit;
  - 12.1.2 may erect, store or leave, or allow the erecting, keeping, storing, or leaving of any article or thing on any part of the common property;
  - 12.1.3 remove any shrub, tree or plant on or in the common property or other areas maintained by the Company;
  - 12.1.4 carry on any noisy, injurious, offensive or objectionable trade or business of any kind on such erf or unit or fail to keep the erf or unit in such a state that it will not to be a nuisance or annoyance to any other member or occupant and surrounding neighbours.
- 12.2 An owner or occupant shall not deposit, throw or permit or allow the depositing or throwing on the common property any rubbish, including building rubble, collected dust, food, scraps, cigarette butts or any other litter.

- 12.3 An owner or occupant shall maintain their erf or unit and the improvements thereon in good condition in accordance and consistent with the Wierda Glen Estate rules and guideline, a copy of which is available from the Company on request by any member.

### **13. DAMAGE TO BUILDINGS AND TO THE COMMON PROPERTY**

- 13.1 An owner or occupant shall not mark, paint, drive nails or screws or the like into or otherwise damage or alter any part of the common property without first obtaining the prior written consent of the WGE HOA.
- 13.2 The owner or occupant of an erf or unit shall ensure that any damage to a building on the erf or unit is repaired without unreasonable delay, and that any broken window pane is replaced within three days of breaking from whatsoever cause.

### **14. BEHAVIOUR OF MEMBERS, OCCUPANTS, INVITEES, CLIENTS AND CUSTOMERS**

- 14.1 All members and occupants shall ensure that the use of the erf or unit and the common property and its facilities is at all times conducted in such a manner as not to –
- 14.1.1 cause a nuisance, disturbance or inconvenience or annoyance to any other member or occupant.
  - 14.1.2 detrimentally affect the rights and interests of other members or occupants.
- 14.2 Members and occupants shall be responsible for the behaviour of their invitees, clients, customers and their representatives (hereinafter referred to as "visitors") and shall be liable for any damage caused by them. Any damage caused by such visitors shall be repaired at the cost of the member or occupant concerned within fourteen days of notice by the WGE HOA, to the satisfaction of the WGE HOA, or may be carried out by the WGE HOA at the expense of the member or occupant where such damage is not satisfactorily repaired within the said fourteen days.
- 14.3 The member takes full responsibility for his/her visitor during the stay in the estate.



## **15. REFUSE DISPOSAL**

- 15.1 Refuse may only be placed in Council approved dustbins. No loose bags are allowed to be placed on the ground next to dustbins. If the volume of your refuse exceeds the capacity of a single bin on a weekly basis, you may acquire multiple bins.
- 15.2 Dustbins may only be placed at designated collection points after 17H00 on the day prior to collection and must be removed from the collection point by 21H00 on the day of collection. It is the duty of the Owner and / or Tenant to establish what day that is.
- 15.3 Dustbins found outside properties outside this time may be confiscated by the WGEHOA and maybe subject to a penalty before being returned.
- 15.4 The dumping of any form of refuse on any Common Area is strictly prohibited.
- 15.5 Occupants who will be away from the Estate on the collection day may make arrangements with the Estate Management to leave their dustbins at an agreed place.

## **16. VEHICLES**

- 16.1 WGE HOA Vehicles, caravans, trailers can be removed, wheels clamped or towed away from the Estate at the risk and expense of the operator or owner thereof of any vehicle parked, standing or abandoned on the common property.
- 16.2 Owners and occupants shall ensure that their vehicles and the vehicles of their visitors do not leak lubricants or fluids of whatever nature on the common property or the parking areas maintained by the Company or in any other way deface the common property or such parking areas. If leakages occur, its removal will be for the account of the member or occupant concerned.
- 16.3 No member or occupant will be permitted to dismantle or affect major repairs to any vehicle on any portion of the common property, but may be permitted to attend to minor repairs and re-conditioning of vehicles in enclosed garages only, provided that this is not a business activity or becomes a nuisance to neighbouring units.
- 16.4 Parking in designated parking areas and cul-de-sacs is for temporary parking of any vehicle. No vehicles may be parked for a period exceeding 48 hours in these areas, except with the express permission of WGE HOA.
- 16.5 No trucks, caravans, trailers, boats or other heavy vehicles may be parked within the common areas or parking areas maintained by the Company without the prior written consent of the WGE HOA.
- 16.6 Vehicles parked within or entering the Estate are subject to the express condition that they are parked at the owner's risk and responsibility and that no liability shall attach to the Company or the WGE HOA or its agents or any of their employees for any loss or damage of whatever nature which the said owner, or any person claiming through or under it, may suffer in consequence of its vehicle having been parked on the common property.
- 16.7 Where parking areas are demarcated for visitors, such areas may only be used for parking and under no circumstances may any member, occupant OR RESIDENT park

their vehicles in such areas irrespective of the time period for such parking or intended parking.

- 16.8 Visitors, clients, customers and/or invitees are to use only those parking bays reserved and specifically demarcated for the members, RESIDENTS and occupants being visited. A breach of this rule will entitle the WGE HOA to have any vehicle which offends this provision towed away from the Estate at the risk and at the expense of the owner or driver of the vehicle or alternatively the member concerned.
- 16.9 Under no circumstances will parking of any vehicle which may obstruct fire hydrants or hinder the visibility at intersections, in any way be permitted. A breach of this rule will entitle the WGE HOA to have the offending vehicle removed or towed away to a public road or garage at the expense and risk of the owner or driver of the vehicle and/or alternatively the member concerned as per election of the WGE HOA.

## **17. INSURANCE**

- 17.1 Except in the case of common property or any property of the Company, the Company shall have no responsibility whatsoever for the insurance of any building or the contents of any building or any vehicle or property whatsoever, which shall at all times be the sole responsibility of the owner or occupant concerned.
- 17.2 Owners / Occupants shall not make modifications to their property that may have an effect on the Company's insurance terms and conditions.
- 17.3 No owner or occupant shall store or harbour upon the common property or any part thereof or in his property any goods which may vitiate any fire or other insurance policy held by the Company or increase the premium payable in respect of such policy.

## **18. LETTING OF ERVEN OR UNITS**

- 18.1 Each member and occupant shall ensure that all tenants and other persons granted rights of occupancy by the member or occupant of an erf or unit are obliged to comply with these articles and any rules issued in terms thereof, notwithstanding any provisions to the contrary contained in any lease or any grant of rights of occupancy. The member accepts liability for the actions and/or commissions by the tenants, the visitors and/or guests and shall be held liable for any enforcement of the rules pertaining to leased property including any fines so issued.
- 18.2 No letting for a period shorter than six months shall be permitted without the written consent of the WGE HOA, which consent shall not unreasonably be withheld. The owner, and/or resident and/or occupant concerned shall be obliged to notify the WGE HOA of any short-term occupancy for security purposes.

## **19. ERADICATION OF PESTS**

- 19.1 An owner or occupant shall keep its erf or unit free of white ants, borer and other wood-destroying insects, rats and other vermin and to this end shall permit the WGE HOA and their duly authorized agents or employees to enter upon its erf or unit from time to time and with prior approval for the purpose of inspecting the erf or unit and its improvements and taking such action as may be reasonably necessary to eradicate any such vermin.

- 19.2 The costs of inspection, of any eradication of any such pest as may be found within the erf or unit, and of any replacement of any woodwork or other material forming part of the improvements on such erf or unit which may be damaged by any such pests, shall be borne by the member concerned. Any member or occupant intending to use any pesticides must first obtain the written approval of the WGE HOA to ensure that such pesticide is not harmful to other members or occupants or businesses conducted by them.

## **20. ACTIVITIES ON COMMON AREAS**

- 20.1 No hobbies or other activities may be conducted on the common property if they cause nuisance, disturbance, inconvenience, annoyance, or possible harm to other members or occupants as prescribed in the rules.
- 20.2 The WGE HOA shall be the final adjudicators for resolving complaints of this nature in line with the complaints and dispute resolution process set out in these Rules.

## **21. GENERATORS**

- 21.1 Generators shall only be run during electricity outage periods.
- 21.2 Whether installed internally or externally, adequate precautions shall be taken to ensure health and safety issues are addressed, including precautions against toxic fumes. Generators must be installed in accordance with Electrical Contractors Code of Conduct and a COC must be provided within 48 hours when requested.
- 21.3 The aesthetics of the Estate must not be adversely affected.
- 21.4 A resident installing a generator must show particular consideration towards his neighbour in respect of aesthetics and noise when locating and operating such generator. The decibel level at the location of the generator may not exceed 60dBa.
- 21.5 Generators may only be installed within the property and shall be placed as unobtrusively as possible in respect of both roadside aspects and potential impact on neighbouring properties.
- 21.6 Regular testing by management, using calibrated decibel meter, will be carried out to ensure that the decibel level complies with the above.

## **22. GATHERINGS / FUNCTIONS IN ESTATE**

- 22.1 No public gatherings and/or functions of more than 20 (Twenty) people may be hosted by the member/resident in the Estate without the explicit prior written approval from WGE HOA.
- 22.2 For the purpose of this clause 22, the word **"functions"** shall mean any celebratory functions, party, ceremony, reception, event or gathering where more than 20 (Twenty) people may be attending.
- 22.3 Special permission for a function to be held within the Estate, where more than 20 (Twenty) people may be attending, must be timeously sought prior to the proposed date of such function. Such permission will not be given lightly and, in the unlikely event of permission being granted, cognizance shall be taken by WGE HOA of the position of the residence in relation to gates, neighbours, parking, availability, hours, type of music, size and position of any marquee, arrangements at gates, requirement for security as well as any other matter of importance shall be considered which may result in the possible imposition of restrictions and/or special conditions as may be deemed necessary by WGE HOA.
- 22.4 The required application form must be completed at the office of the Company, whereafter a letter of approval shall be issued to the member if the application is approved. It shall be the member's responsibility to present such letter of approval to the security personnel to permit the entrance of visitors into the Estate in accordance with the specifications of the approval letter.
- 22.5 The Company shall be entitled to impose any further restrictions pertaining to the hosting of any such function/gathering, which shall be confirmed in the approval letter. The Company further reserves the right to immediately withdraw its approval and prohibit the continuation of the function/gathering should the member be in breach of any of such additional restrictions and/or rules and neglect and/or refuse to rectify same within 15 (Fifteen) minutes after being requested to do so by the WGE HOA or any other representative of the Company.
- 22.6 Should such member/resident fail and/or neglect to obtain prior written approval from the Company as specified above, then the Company and/or its security personnel reserves the right to refuse access to more than 20 (Twenty) visitors at the entrance of the Estate, irrespective of the nature of the gathering/function being hosted by such member/resident.
- 22.7 All rules pertaining to noise, respect for other residents, damage of property, the use of roads and vehicles, etc. as set out in these rules, shall likewise be applicable on any functions/gatherings hosted by members/residents. Please remember that the Occupant hosting the function/party is responsible for the conduct of all visitors and must ensure that they adhere to the rules of the Estate at all times.

## **23. EXCLUDED LIABILITY**

- 23.1 The Board of WGE HOA or its agents shall not be liable for any injury or loss or damage of any description which any member or occupant of an erf or unit or any employee, visitor, invitee, client or customer thereof may sustain, physically or to its or their property, directly or indirectly, in or about the common property or in the individual property by reason of any defect in the common property, its amenities or for any act

done or for any neglect on the part of the Company or WGE HOA of any of their employees, servants, agents or contractors.

- 23.2 Neither the Company nor the WGE HOA, or their agents or representatives, shall be liable or responsible in any manner whatsoever for the receipt or the non-receipt and delivery or non-delivery of goods, postal matter or any other property.
- 23.3 No member or occupant shall use or permit its erf or unit to be used for any purpose which is injurious to the reputation of the Estate or the Company, its members or its WGE HOA.
- 23.4 All complaints, violation of these rules, or any other cause of concern must be in writing, addressed to the WGE HOA at the designated contact detail of the Company.

## **24. REQUIREMENTS BY LOCAL MUNICIPALITY**

- 24.1 The local authority's engineering services departments and its emergency services are guaranteed 24-hour access to maintain the local authority's installations and provide services to the member owning erven or units in the Estate or other resident relying on such installations and services.

## **25. REQUIREMENTS BY OTHER SERVICE PROVIDERS**

- 25.1 The access of service providers, including the national and other service providers example but not limited to electricity, telecommunications, gas and plumbing are guaranteed 24-hour access to maintain such service provider's installations to provide services to the member owning erven or units in the Estate or other residents of the local authority relying on such installations and services.

## **26. THE PROTECTION OF PERSONAL INFORMATION**

- 26.1 In this clause –
  - 26.1.1 **“POPI Act”** shall refer to the Protection of Personal Information Act, No. 4 of 2013 as amended;
  - 26.1.2 **“Personal Information”** shall have the same meaning as defined in the POPI Act;
  - 26.1.3 **“Responsible Party”** shall refer to the Company; and
  - 26.1.4 **“Operator”** shall refer to any third-party service provider appointed by the Company from time to time.
- 26.2 The Company agrees to safeguard and hold its members' personal information in confidence in accordance with the POPI Act, during and after the termination of his/her membership. The Company shall disclose it only to the directors, employees, subcontractors, authorised agents and/or Operators who have a need to know in order

to perform his/her duties in terms of an employment agreement, service level agreement, the Memorandum of Incorporation and/or these Rules.

- 26.3 The Company is hereby authorised to collect and process the personal information of its members for a specifically defined purpose related to the functions or activities being performed by a homeowner's association, as set out in the Company's Memorandum of Incorporation and these Rules.
- 26.4 The Company shall secure the integrity and confidentiality of personal information in its possession or under its control by taking appropriate, reasonable technical and organisational measures to prevent –
- 26.4.1 loss of, damage to or unauthorised destruction of personal information; and
- 26.4.2 Unlawful access to or processing of personal information.
- 26.5 The Company must notify the members immediately where there are reasonable grounds to believe that the personal information of its members, have been accessed or acquired by any unauthorised person.

## **27. ADDITIONAL OBLIGATIONS IN TERMS OF THE TOWN ESTABLISHMENT AND DEVELOPMENT**

- 27.1 The Company is subject to certain Special Conditions which applied to it in its former status as a *pre-existing company*, and which conditions still apply to it. The Company acknowledge and confirms all special purpose erven, the responsibilities granted for such special purposes, servitudes and other legal obligations, rights and responsibilities in terms thereof. The original purpose and intention of the development of the Company area will be honoured and upheld unless specific changes in circumstances or events cause the WGE HOA to have to reconsider such purpose and/or use of land, at all times in the best interest of the Company and the members whereupon the proposal shall be tabled by the WGE HOA at an annual general meeting or special general meeting, and the members shall consider and vote on proposal as if it is a special resolution. Irrespective of the resolution so taken by the Company, the legal compliance with the legislation and regulations pertaining to the setting aside, rezoning or other actions to implement the resolution, shall be complied with diligently.

## **28. PAYMENT OF LEVIES AND OTHER FINANCIAL OBLIGATIONS**

All levies are due and payable in advance on the first day but no later than the seventh day of each calendar month.

WGE HOA is entitled to charge interest and penalties on any levy or any other outstanding amount not paid on the due date.

- 28.1 The WGE HOA may hand over any levy accounts that are outstanding for more than 30 days to an attorney/debt collector for collection and all costs incurred will be recovered from the member concerned.
- 28.2 The WGE HOA may approve the temporary disabling of all Biometric/UHF tag access if the levy payable by an owner is in arrears. Such owner will only be allowed access to the Estate after completion and signing of the access control register. Biometric/UHF tag access will be enabled within 24 hours after the outstanding account has been settled.

28.3 Levy amounts may not be reduced to offset against real, perceived, partial or non-provision of services or for any other reason.

28.4 Penalties, where imposed, or any other amount (including legal costs) payable by an owner as a result of the non-compliance of a specific rule or damage to common property (other than that covered by a building deposit) shall be deemed to be part of the levy due by such owner.

## **29. BREACH**

29.1 If any member fails to make payment to the Company on the due date of any monthly levy or other amount payable by such member, WGE HOA may –

29.1.1 demand payment of such outstanding amounts;

29.1.2 demand such interest as may be determined on the outstanding amount as in each case shall have been determined by the WGE HOA of the Company from time to time or at least annually; and

29.1.3 by means of a notice to the member recording the reason for and the fact of his/her suspension, be suspended from voting as a member until such time as payments of the said amounts have been paid in full or until arrangements satisfactory to the WGE HOA have been made for payment thereof, during which period of suspension the member will have no right to vote on any matter.

29.2 The member concerned shall be invited to attend such meeting of WGE HOA by notice in writing delivered to such member not less than seven days prior to the holding thereof, and such member shall be given the right to speak thereat, and to be represented legally, but not to be present at the voting or to take part in the proceedings other than as allowed by the chairperson of the meeting.

## **30. FAILURE TO COMPLY WITH THE RULES**

30.1 WGE HOA may –

30.1.1 enforce any of the rules by taking or causing to be taken such steps as they may consider necessary to remedy the breach of the rule by the member.

30.1.2 may serve or cause to be served a notice on such member and to demand from such member to take the necessary steps as may be specified in the notice, in order to rectify such breach within a specified time period.

30.1.3 impose a system of fines approved by the AGM by members as set out in **ANNEXURE "A"**. The amount of the fines and the corroborating breach must be reviewed and confirmed at each annual general meeting of the Company, for the year ahead. Once such fine has been imposed, it will be deemed as a levy owing to the Company.

30.1.4 take any other reasonable action, including the appointment of legal and other professionals for opinion and assistance, as well as legal proceedings in court or other similar proceedings, as the WGE HOA may deem necessary, the cost of which shall be for the member in breach including all expenses, disbursements, legal fees and the brief of council to make good any and all cost so incurred by the company in such action.

- 30.2 Failure to comply with any provisions of any of the rules may result in, but is not limited to:
- 30.2.1 A written request for an explanation and/or an apology;
  - 30.2.2 A written reprimand and a request to comply;
  - 30.2.3 The imposition of a fine;
  - 30.2.4 The withdrawal of any previously given consent applicable to the matter;
  - 30.2.5 An order to pay for damages resulting from non-compliance with any of these rules;
  - 30.2.6 Application to Community Schemes Ombud Service (CSOS) in order to obtain the necessary adjudication order; and/or
  - 30.2.7 Application to the courts for the enforcement of these rules.
- 30.3 The actions to be taken and the penalties to be imposed for breaches or contraventions of these rules shall be done in line with approved fine system and policy.
- 30.4 Should any person be aggrieved by any decision made in this regard, they may within 7 (Seven) days of the finding/notice lodge an appeal in writing to the Company's **Complaints Committee**, giving reasons for such appeal.
- 30.5 The schedule confirmed in **ANNEXURE "A"** shall serve as the framework within which penalties may be considered and imposed for breaches or contraventions of these rules but with due regard to the nature, circumstances and severity of each misdemeanour, breach or non-compliance.

## **31. COMPLAINTS PROCEDURE**

- 31.1 WGE HOA shall only be required to act on written complaints submitted to it in accordance with the procedures set forth in these rules.
- 31.2 In order to properly submit a formal complaint, such complaint must be submitted to WGE HOA's **Complaints Committee** in writing in the prescribed form as set out in **ANNEXURE "B"**.
- 31.3 All written complaints must be sent via e-mail or hand delivered for the attention of the **Complaints Committee** at:
- E-mail: office@wierdaglenestate.co.za
- Address: \_\_\_\_\_
- \_\_\_\_\_
- 31.4 The Complaints Committee may contact the complainant to request additional information related to his/her complaint.
- 31.5 Upon receipt of a valid, written complaint, the Complaints Committee shall within 30 (Thirty) days after receipt of such complaint, take appropriate action to investigate,



provide feedback and/or resolve the complaint by way of making such ruling which the Complaints Committee may deem fit.

## **32. MEDIATION**

- 32.1 If an Occupant is dissatisfied with the ruling made by the Complaints Committee, he/she may apply within 3 (three) working days after receiving the Complaints Committee's ruling, to take the matter to mediation.
- 32.2 Within 14 (fourteen) days of the delivery of the request for mediation, and in the absence of the parties agreeing to a mediator, the Chairperson of the Association, failing him any Director of the Association, shall nominate a mediator which do not have to be a Member of WGE HOA;
- 32.3 The mediator will convene and conduct the mediation process at such venue, date and process as he/she in his sole discretion may determine;
- 32.4 The costs of mediation shall be determined by the mediator and shall comprise:
  - 32.4.1 the mediator's expense;
  - 32.4.2 Any fee which shall have been previously paid by the parties in respect of mediation;
  - 32.4.3 Until the costs of the mediation had been determined by the mediator, the said costs shall be borne equally by the two parties and shall be due and payable to the mediator on presentation to them of his/her written account.
- 32.5 If within 30 (Thirty) days of the appointment of a mediator, the dispute remains unresolved, or despite mediation, the dispute has not been resolved, then the dispute may be referred to CSOS by either party.

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Revised June 2022

**ESTATE RULES**  
Version 6.1

## ANNEXURE "A"

## FINES APPROVED BY THE SGM

SERIAL NR	NATURE OF TRANSGRESSION	SUGGESTED PENALTY BRACKET	FIRST TRANS GRESSION	SECOND TRANS GRESSION	THIRD TRANS GRESSION	RECURRING TRANS GRESSION
1	Transgressions relating to the non-compliance with rules pertaining to security matters. (See paragraph 2 of the Rules)		Written Warning	R 500	R 1500	R 3000
2	Transgressions relating to the non-compliance with traffic rules and/or rules pertaining to the use of roads. (See paragraph 3 of the Rules)		Written Warning	R 500	R 1500	R 3000
3	Transgressions relating to the non-compliance with rules pertaining to the keeping of animals. (See paragraph 4 of the Rules)	R150.00 to R500.00	Written Warning	R 200	R 400	R 800
4	Transgressions relating to the non-compliance with rules pertaining to noise and/or nuisance. (See paragraph 5 of the Rules)	R150.00 to R500.00	Written Warning	R 500	R 1500	R 3000
5	Transgressions relating to the non-compliance with rules pertaining to building activities and/or aesthetics. (See paragraph 6 of the Rules)	R250.00 to R1,000.00	Written Warning	R 1000	R 2000	R 5000
6	Transgressions relating to the non-compliance with rules pertaining to the use of parks and other common areas. (See paragraph 8 of the Rules)	R150.00 to R1,000.00	Written Warning	R 500	R 1000	R 5000
7	Transgressions relating to the non-compliance with rules pertaining to the payment of levies or other financial obligations. (See paragraph 28 of the Rules)	As decided by the Board of WGE HOA from time to time within the limits of the National Credit Act				



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**RELIEF SOUGHT** *(What remedy are you requesting? How do you want the problem to be solved?):*

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**RULES OF CONDUCT** *(Which rule of the Estate, in your opinion, has been violated?):*

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**SUPPORTING DOCUMENTATION** *(Please tick one or more of the boxes):*

**I have supporting documentation or other evidence to supply with my written complaint form:**

- A Copy of HOA Governance documentation (including: any rules, regulations, articles, constitution, terms and conditions or other provisions that control the administration or occupation of private – and/or common areas)
- All documentation, including correspondence with the Respondent (party you are making the complaint against) relevant to the complaint submitted
- A copy of your latest statement of account (in order to confirm good standing)
- Photographs
- Recordings / Minutes of meeting(s)
- I do not have any supporting documents
- Other (please specify) \_\_\_\_\_

Date and time of alleged violation: \_\_\_\_\_

Location of alleged violation: \_\_\_\_\_

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**PLACE**

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**DATE**

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**SIGNATURE**